

SECURITY AGREEMENT - Goods
Farm Products, Timber and Business Equipment

On the terms and conditions stated in the Security Agreement printed on the reverse side of this paper, the undersigned (Debtor) transfers to WELLS FARGO BANK (Bank) a security interest in any and all business equipment and farm products, including farm equipment, supplies, feed, live-stock, poultry, products, timber and crops now or at any time hereafter located, growing or to be grown on the real property described as follows:

one (1) new, coiled, 20,000 gallon capacity, Class DOT 111A100W-1 Tankcar, equipped with 100 - ton roller bearing trucks, manufactured by General American Transportation Corporation, at Sharon, Pennsylvania, in November 1971, initialed and numbered GEXX 2212.

including the following particularly described collateral now owned by Debtor and located thereon:

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INTERSTATE COMMERCE COMMISSION

and including all proceeds thereof and all such collateral after it has been severed and removed from said real property.

Debtor represents and warrants:

- A. The particularly described collateral is located on the property above described and is used primarily for:

- ☒ (a) Business, other than farm, purposes.
☐ (b) Farm purposes.

- B. The Debtor is:

☒ An individual, or husband and wife, who reside at 1 Jo-Ann Court,
El Sobrante, California

☐ A corporation, partnership, association or other organization, whose chief place of business is at _____

Dated: 12/16/71

X. Claude S. Wilson
Claude S. Wilson
(Debtor)
XX. Thelma Wilson
By Thelma Wilson
Its _____

If collateral includes motor vehicles or boats, have Bank registered as legal owner.

SECURITY AGREEMENT

As an inducement to WELLS FARGO BANK (Secured Party) to extend or continue credit to the Debtor (Debtor) named on the reverse side hereof, or any of them, but without obligation on its part to do so, and as security as hereafter provided, Debtor agrees:

1. CREATION OF SECURITY INTEREST. Pursuant to the provisions of the California Uniform Commercial Code, Debtor hereby grants to Secured Party a security interest in the collateral described in Paragraph 2 to secure the payment or performance of Debtor's obligations to Secured Party described in Paragraph 3.

2. COLLATERAL. The collateral covered by this Security Agreement is of the description found on the reverse side hereof, and all products, natural increase, improvements, accessions, and additions thereto and replacements and proceeds thereof.

3. DEBTOR'S OBLIGATIONS SECURED HEREBY. The obligations secured hereby are:

(a) Payment and performance of all existing and future obligations of Debtor to Secured Party including those arising under this agreement, and

(b) The expenses, including attorneys' fees and legal expenses, incurred or paid by Secured Party in the preservation or enforcement of the rights of Secured Party, or the obligations of Debtor hereunder, including such expenses incurred by Secured Party in performing for Debtor's account any obligation of Debtor.

4. COLLATERAL - SALE OR TRANSFER. Debtor will not sell or offer to sell or otherwise transfer the collateral, or any part thereof, or any interest therein, without the prior written consent of Secured Party.

5. COLLATERAL - LOCATION. Except upon the prior written consent of Secured Party the collateral shall be kept and maintained at the address or location, if any, specified on the reverse side hereof as the location of the collateral.

6. COLLATERAL - NOT COVERED BY OTHER FINANCING STATEMENT. No financing Statement covering any of the collateral or proceeds thereof is on file in any public office.

7. PROTECTION OF COLLATERAL - USE. The collateral will not be used for any unlawful purpose, nor be used for hire, nor be used in any way that will void any insurance required to be carried in connection therewith. Debtor will keep the collateral free and clear of liens and adverse claims and as appropriate and applicable, will keep it in good condition and repair, and clean, feed, shelter, water, medicate, fertilize, cultivate, irrigate, prune and otherwise deal with the collateral in all such ways as are considered good practice by owners of like collateral.

8. PROTECTION OF COLLATERAL - INSURANCE. The collateral will be insured against all risks commonly insured by owners of like collateral and those which Secured Party may designate, with policies acceptable to Secured Party and payable to both Secured Party and Debtor, as their interests appear, and with duplicate policies deposited with Secured Party. Debtor agrees to pay when due all premiums for such insurance and all taxes, license fees and other charges in connection with the collateral. Any advances made by the Secured Party for any such purposes shall bear interest at one per cent (1%) per month and shall become due on demand. If Secured Party shall take possession of the collateral, Secured Party may surrender the policies and receive and retain the unearned premiums thereon.

9. POSSESSION OF COLLATERAL. On default hereunder or under any obligation secured hereby, or if at any time the Secured Party believes that the collateral is in jeopardy, or if he otherwise deems himself insecure, he may, without notice to Debtor, take possession of the collateral and may enter and remain upon the premises for the purposes hereof. Upon written notice to Debtor, Debtor will assemble the collateral and make it available to Secured Party at such place to be designated in said notice as is reasonably convenient to both parties. The entrance to the location where said collateral is now located, if specified on the reverse side hereof, is one such place.

10. ACCELERATION. On default hereunder or under any obligation secured hereby, or whenever Secured Party deems himself insecure, Secured Party may, without notice to Debtor, accelerate the payment or performance of any or all of Debtor's obligations hereunder.

11. ADDITIONAL COLLATERAL FOR INSECURITY. Debtor will, upon request by Secured Party, provide additional collateral satisfactory to Secured Party as security for the performance of any or all of Debtor's obligations hereunder whenever the Secured Party deems himself insecure.

12. USE AND OPERATION OF COLLATERAL BY SECURED PARTY. Whenever the collateral is in the possession of Secured Party he may use, operate and consume the collateral as appropriate for the purpose of performing Debtor's obligations with respect thereto.

13. DISPOSITION OF COLLATERAL IN A COMMERCIALY REASONABLE MANNER. It is agreed that public or private sales, for cash or on credit, to a wholesaler or retailer or user of collateral of the types subject to this Security Agreement, or at public auction, are all commercially reasonable since differences in the sales prices generally realized in the different kinds of sales are ordinarily offset by the differences in the costs and credit risks of such sales.

14. PLACE OF SALE. Any public sale may be at Debtor's place of business or any other place permitted by law.

15. POWER OF ATTORNEY. Debtor appoints Secured Party the attorney in fact of Debtor to prepare, sign and file or record, for Debtor in Debtor's name, any financing statements, applications for registration and like papers and to take any other action deemed by Secured Party necessary or desirable in order to perfect security interests of Secured Party hereunder, and to perform any obligation of Debtor, at Debtor's expense, but without obligation to do so.

STATE OF CALIFORNIA

6531

County of CONTRA COSTA } ss.
County in which acknowledgement is taken

On December 30, 1971, before me, Pearl L. Cass
Write or type name of notary

a Notary Public, in and for said** County and State, personally appeared
Claude S. Whitson and Iva Marie Whitson

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he executed the same.

**If notary is commissioned in Other County NOTARY PUBLIC
strike "said" and name of CONTRA COSTA COUNTY
STATE OF CALIFORNIA
(Individual)

Pearl L. Cass
In addition to signature type or print name of notary
Notary Public

PEARL L. CASS
NOTARY PUBLIC
CONTRA COSTA COUNTY
STATE OF CALIFORNIA
My Commission Expires May 26, 1975